

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated May 10, 2026, by and between Browder Properties, LLC ("Landlord"), and Anderson County ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the lower level (basement) known as 110 S Bowling St., *including* the warehouse space located at 119 S. Hicks St, Clinton TN 37716.

LEGAL DESCRIPTION. The legal description is:

BEING located in the city of Clinton, Anderson County, Tennessee, A portion of the tract more particularly described as follows:

BEGINNING AT A POINT in the western line of Jacksboro Street (now Main Street) also known as Highway 25 W said beginning point being the southeastern corner of property now or formerly owned by Schubert; thence, in a southerly direction along the western line of Jackson Street (now Main street) 188 feet, more or less, to a point in the center of the Town spring Branch; thence, in a westerly direction with the center of said branch 90 feet; thence, in a northerly direction parallel with the eastern line of Henry McWane 188 feet, more or less, to the southern property line of Schubert; thence, in an easterly direction along Schubert's southern line 90 feet to a point in the eastern line of Jacksboro Street (now Main Street), the place of beginning.

The subject premises are only the lower level (basement) within the herein described development.

TERM. The initial term of this lease will be 3 (Three) years. The lease term will begin on September 1, 2025 and will terminate on August 31, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord the following:

1. Monthly base rent of \$1,840.00
2. One third of the property tax on the Premises. The annual property tax obligation for the Tenant is \$2,236 /year (\$186.33/mo) based on 2021 tax rates. This rate is subject to change based on tax assessments, Making total Rent due of \$2,026.33 per month or \$24,315.96 per year.

These payments are payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 11464, Knoxville, TN 37939, which address may be changed from time to time by the Landlord. The payment for first month is due and payable at execution of this lease.

DEPOSIT. Waived

LATE PAYMENTS. For each payment that is not paid within 3 days after its due date, Tenant

shall pay a late fee of \$50.00 per day, beginning with the day after the due date. This late payment fee will continue to accrue until the rent and all late payments are paid in full

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. In order to make certain improvements necessary for Tenant's use of the Premises, Tenant shall be entitled to possession on the day of execution of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for an automobile repair shop. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Nothing in this Lease shall be construed as a waiver of any governmental immunity or limitation of liability available to Anderson County under Tennessee law.

FURNISHINGS. The following furnishings will be provided: existing restroom fixtures. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

IMPROVEMENTS. The Landlord acknowledges Tenant's need to make certain improvements to the premises in order to make the premises more suitable for the Tenant's use. Tenant must submit specific plans to the Landlord in writing in advance of work. No improvements shall be undertaken without written approval of the Landlord. All such improvements shall:

- Be at the sole expense of the Tenant
- Not interfere with current or future adjacent Tenants
- Be done by licensed contractors and subcontractors
- Be done in compliance with all applicable building and safety codes
- Be done in a workman-like manner

At the expiration or termination of this lease all improvements will become property of Landlord. This includes but is not limited to HVAC equipment, installed lighting and plumbing fixtures, installed cabinetry, walls and doors. Specifically excluded are lifts and tools.

SIGNAGE. The Tenant will install at Tenant's expense an appropriate signage. This sign must comply with any local regulations, must be of a professional quality consistent with the quality of other signs on the property, and be of design and construction approved in advance by the Landlord.

PROPERTY INSURANCE. Tenant shall maintain insurance or self-insurance coverage in accordance with applicable Tennessee law and the County's governmental risk management

program. Nothing herein shall require Anderson County to obtain commercial insurance coverage or to name Landlord as an additional insured. County participation in a governmental risk pool or self-insurance program shall satisfy any insurance requirements under this Lease.

LIABILITY INSURANCE. Tenant shall maintain liability coverage through commercial insurance, governmental self-insurance, or participation in a governmental risk pool, in amounts consistent with Tennessee law and customary governmental practices.

HOLDOVER TENANCY. If the lease expires without having been terminated by either Landlord or Tenant and Tenant remaining in the premises after the expiration date of this lease then such holdover tenancy shall be month to month at a rate of Two Hundred percent (200%) of the ending leased rate, and on a thirty (30) day notice basis, said notice to run concurrently with the rental month. If this is or shall become a month-to-month contract, said notice must expire on the last day of the month

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the structure of the roof, outside block walls, and other structural parts of the building

Tenant's obligations for maintenance shall include:

- the water pipes
- the electrical wiring
- the HVAC system
- removal of litter from premises
- snow and ice removal
- all other items of maintenance not specifically delegated to Landlord under this Lease.

UTILITIES AND SERVICES.

Tenant shall be responsible for the following:

- Water
- Electricity
- Gas
- Garbage and trash disposal (Tenant must provide own dumpster)
- Janitorial services
- Telephone service

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of

the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

ENVIRONMENTAL. Tenant shall not dispose of any solids or fluids anywhere on the Premises or adjacent property. Tenant must comply with all federal, state and local laws and ordinances relating to the storage and disposal of materials on the Premises.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld. Landlord shall have the right to assign Landlord's interest in this lease if Landlord sells the Premises.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Browder Properties, LLC
PO Box 11464
Knoxville, TN 37939

TENANT:

Anderson County
100 N. Main St.

Room 200
Clinton, TN 37716

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. The laws of the State of Tennessee shall govern this Contract. The Chancery Court and/or the Circuit Court of Anderson County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



John F. Browder, Chief Manager
Browder Properties, LLC

Date: June 1st, 2026

TENANT:

Terry Frank, County Mayor
Anderson County

Date: _____